



Residential and Commercial Real Estate Photography

Photoshoot Contract entered into and between MercadoVisualz Real Estate Photography
(Hereinafter referred to as "MVREP")

And

The Real Estate Agent currently signed into this account at the URL
<https://mercadovisualz.gofullframe.com>
(Hereinafter referred to as "CLIENT" or "AGENT")

Preparation List

Make Your first Impression Count



Lights

Turn on all lights in house and replace burnt out lightbulbs



Curtains / Windows

Pull drapes, open blinds, and clean windows to see the beautiful outdoors



Rooms

Remove any clutter and store extra play/misc items in garage or storage area



Kitchen

Clean off countertops and remove items such as trashcans and paper towels, as well as any refrigerator magnets



Baths / Showers

Store away shower items such as loofas, soap bars, shampoo bottles, razors, and bath toys



Pets

Please make sure there are no pets that our photographer has to work around. If pets must be in house, please store in a comfortable room during photos



Vehicles

When possible, please ensure your driveway is clear of vehicles as well as the immediate areas in front of your house



Other Contractors

Our photographers will be moving quickly from room to room. Please ensure there are no other contractors/workers/photographers on site during your shoot



1. **CLIENT hereby assigns full copyright of photographs taken by MVREP or a representative/ photographer of MVREP to MVREP (and the related representatives and assigns) together with the right of reproduction either wholly or in part.**
2. **I grant to MVREP the permission to can the above-mentioned photographs either separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product advertising and such other business purposes in any manner and/or medium.**
3. **If subject of work is outside Mountain House proper, MVREP reserves the right to add a reasonable transportation fee.**
4. **MVREP guaranties AGENT a professionally produced product. If the product created is not acceptable based on reasonable standards, MVREP will refund client's fees in whole, or in part depending on the portion of the project that CLIENT is not happy with. The amount of the refund is ultimately up to MVREP and its' representatives . CLIENT will not be eligible to receive or use any part of photographs or recordings if fees have been refunded.**
5. **If the product is unacceptable to AGENT from an editing standpoint, MVREP will re-edit footage a second time based on written notes provided by the client. IF this second edit is unacceptable, MVREP will charge an hourly fee to continue refinement of media.**
6. **If a legal dispute arises with regards to the business conduct or representative's actions while contracted by MVREP, CLIENT agrees to a privately mediated settlement.**
7. **CLIENT will provide a "show ready" property at the time arranged for the recording. MVREP will not be responsible for "preparing" the subject property for the recording. If the recording of the property is unacceptable based on the condition of the property or its contents, MVREP will charge a minimum of \$100 to re-record the property, plus any travel expenses.**
8. **MVREP is not responsible for weather-related detrimental effects of recording.**
9. **MVREP agrees to maintain a reasonable amount of liability insurance to protect the contents of subject property from damage caused by any MVREP representative.**



10. MVREP agrees to maintain a clean and functioning website for hosting client's photos, 3D tour and/or videos for up to a consecutive period of 6 months. Thereafter, if CLIENT wishes for MVREP to host CLIENT'S media for a longer period, CLIENT agrees to pay \$50 per year, charged ahead of time, paid yearly. MVREP will not be held liable for any losses or inconveniences caused by malfunctioning web-based technologies.
11. CLIENT is granted a limited, nonexclusive right to create a "hyperlink" to MVEP's website as long as there is no implicit or explicit derogatory, or otherwise defamatory insinuations.
12. Neither MVREP nor its independent contracts are responsible for damages, delays or failures in performance resulting from acts or occurrences beyond reasonable control such as acts of God, weather, or other uncontrollable conditions that prohibit services from being rendered as promised. (Hurricanes, Tornadoes, Earthquakes, Acts of Terrorism, etc.)
13. No other terms or conditions apply unless specified in writing.
14. As a condition of MVEP's website Services, CLIENT agrees not to use such services for any purpose that is unlawful or prohibited by these terms and conditions, and agree to comply with any applicable local, state, federal and international laws, government rules or requirements.
15. MVREP may immediately terminate any account which it believes, in its sole discretion, is connected with any spam or other unsolicited bulk marketing.
16. MVREP reserves the right to cancel a project or stop doing business with CLIENT for any reason and without warning. MVREP agrees to fully refund CLIENT any monies paid to MVREP for any services that have not yet been provided, starting from the date that these Terms of Services were last accepted by CLIENT.
17. PAYMENTS: An invoice will be generated and sent to your email address(s) on file. Payment in full will then be due on day of shoot. All Photos will contain watermarks until invoice is paid in full. If photos have been downloaded prior to full payment, watermarks will remain for those photos and must be re-downloaded again after full payment to get photos with no watermarks. Our services have been priced for cash/check payment. Credit/debit card payments will receive a small non-check/cash adjustment of 3.95% that will be added to your payment. To avoid this adjustment, please pay with cash, check, Zelle, or Venmo. If using PayPal, PayPal may charge you a fee for using your credit card.



18. CANCELATION POLICY: This condition supersedes any before it regarding cancelation and/or refunds.

- a. CLIENT agrees that if a project has to be canceled, CLIENT will do so a minimum of 24 hours prior to the scheduled shoot time, otherwise, no refund will be given to CLIENT by MVREP .

MVREP and licensees or assignees may have unrestricted use of these for whatever purpose, including advertising, with any retouching or alteration without restriction. I agree that the above-mentioned photographs and any reproductions shall be deemed to represent an imaginary person, and further agree that MVREP or any person authorized by or acting on FIF's behalf may use the above-mentioned photographs or any reproductions of them for any advertising purposes or for the purpose of illustrating any wording, and agree that no such wording shall be considered to be attributed to me personally unless my name is used.

I hereby release MVREP from all claims and liability relating to images, 3D tour, video or photographs taken of the Real Estate sale or purchase I am representing.

I have read this release form carefully and fully understand its meanings and implications.



ONLINE PRIVACY POLICY AGREEMENT

MercadoVisualz (MVREP), is committed to keeping any and all personal information collected of those individuals that visit our website and make use of our online facilities and services accurate, confidential, secure and private. Our privacy policy has been designed and created to ensure those affiliated with MercadoVisualz of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

THEREFORE, this Privacy Policy Agreement shall apply to MercadoVisualz, and thus it shall govern any and all data collection and usage thereof. Through the use of mercadovisualz.gofullframe.com you are herein consenting to the following data procedures expressed within this agreement.

Collection of Information

This website collects various types of information, such as: • Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc., which may be used when you purchase products and/or services and to deliver the services you have requested.

Please rest assured that this site shall only collect personal information that you knowingly and willingly provide by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested and any additional uses specifically provided on this site.

It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent as a means to better understand the way in which other websites garner, make use of and share information collected.



Use of Information Collected

MercadoVisualz may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from client. www.mercadovisualz.com.

MercadoVisualz may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.

MercadoVisualz does not now, nor will it in the future, sell, rent or lease any of our customer lists and/or names to any third parties.

MercadoVisualz may disclose your personal information, without prior notice to you, only if required to do so in accordance with applicable laws and/or in a good faith belief that such action is deemed necessary or is required in an effort to:

- Remain in conformance with any decrees, laws and/or statutes or in an effort to comply with any process which may be served upon MercadoVisualz and/or our website;
- Maintain, safeguard and/or preserve all the rights and/or property of MercadoVisualz and
- Perform under demanding conditions in an effort to safeguard the personal safety of users of mercadovisualz.gofullframe.com and/or the general public.

Children Under Age of 13

MercadoVisualz does not knowingly collect personal identifiable information from children under the age of thirteen (13) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this website.



Unsubscribe or Opt-Out

All users and/or visitors to our website have the option to discontinue receiving communication from us and/or reserve the right to discontinue receiving communications by way of email or newsletters. To discontinue or unsubscribe to our website please send an email that you wish to unsubscribe to cancel.mercadovisualz360@gmail.com. If you wish to unsubscribe or opt-out from any third party websites, you must go to that specific website to unsubscribe and/or opt-out.

Links to Other Web Sites

Our website does contain links to affiliate and other websites. MercadoVisualz does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of each and every website that collects personally identifiable information. The aforementioned Privacy Policy Agreement applies only and solely to the information collected by our website.

Security

MercadoVisualz shall endeavor and shall take every precaution to maintain adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control.

The company also uses Secure Socket Layer (SSL) for authentication and private communications in an effort to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

Changes to Privacy Policy Agreement

MercadoVisualz reserves the right to update and/or change the terms of our privacy policy, and as such we will post those change to our website homepage at mercadovisualz.com, so that our users and/or



visitors are always aware of the type of information we collect, how it will be used, and under what circumstances, if any, we may disclose such information. If at any point in time Mercado Visualz decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether or not to permit the use of their information in this separate manner.

Acceptance of Terms

Through the use of this website, you are hereby accepting the terms and conditions stipulated within the aforementioned Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you are in agreement and acceptance of such changes.

How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email or telephone number.

Email: mercadovisualz1@gmail.com

Telephone Number: 209.650.5090